

## MINUTES OF THE BOARD OF SELECTMEN'S MEETING

February 2, 2012

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The regular meeting of the Board of Selectmen was called to order at 7:00 pm in the Community Room of the North Haven Memorial Library, 17 Elm Street, North Haven, CT.

### Members Present

First Selectman, Michael J. Freda

Second Selectman, Timothy M. Doheny

Third Selectman, Alan J. Sturtz

Mr. Freda introduced himself and Selectmen Timothy Doheny and Alan Sturtz and welcomed everyone to the meeting.

Mr. Freda asked for public comments relative to the agenda, being none Mr. Sturtz motioned to approve of the minutes of the Regular Board of Selectmen's Meeting of January 10, 2012.

Vote: Freda- Yes, Doheny- Yes, Sturtz- Yes

Mr. Freda noted that we had several items of correspondence and asked Mr. Doheny and Mr. Sturtz to share the letters. Mr. Doheny read a letter from Bill Maling of the Lancraft Fife and Drum Corps thanking the Town of North Haven for their assistance in handling their 2011 Neighborhood Assistance Act application enabling them to receive \$6,648 of energy conservation improvement grants from two corporate donors. They will again apply for additional funding in 2012. Mr. Freda thanked the UI Company for their contribution. Mr. Sturtz read a letter from John Carlson expressing his pleasure to Mr. Freda and the Town for the planned solar panel array for Sackett Point Road. Mr. Doheny read a letter to the editor from Thomas Fortuna Sr. congratulating Mr. Freda and the Town of North Haven for their plans of using solar energy sources in Town buildings. Mr. Freda noted that it is his goal to have the Town of North Haven be a leader in renewable energy, and we have renegotiated our energy contracts saving the Town an estimated \$1,140,000 over the next three years.

### Selectman's Overview

#### Operational

##### Bonding Update

- The Public approved the bonding on January 24<sup>th</sup>. A meeting will take place tomorrow with the bonding agency to map out a plan
- We will not borrow all of the \$14M in the first year
- This is a 3 year plan of capital improvements
- We will borrow \$5M in years one and two
- We will borrow \$4M in the third year
- In each year over a 3 year period, we will take the money that we are borrowing and we will fit in projects to correspond with the dollars that we have bonded for in each year for the next 3 years
- In no year, will the money spent be more than what has been borrowed
- As previously stated, as a result of the public voting for this bonding to help us do a 3 year level of capital improvement, we will NOT increase our current debt service level that is currently on the books

#### Financial

- Town is in fine shape financially, and despite rising costs in certain areas in terms of capital needs and education, *my goal and biggest challenge* now is to try to deliver a zero percent tax increase this year.
- To further illustrate how our 3 year plan will unfold.....
  - Sanitation Garage Construction

- The Department has begun to work with the Pat Munger Construction Company (successful State Bidder) on the proposed layout of the new Sanitation Garage to be constructed at the 110 Elm Street location.
- The Department will first work to secure necessary approvals through the Inland Wetlands and Planning and Zoning Commissions and Building Department for the proposed structure and related site improvements.
- The Department's goal is to construct the new Sanitation facility and relocate its Sanitation and Recycling personnel to the 110 Elm Street location on or before August 1, 2012.
- Milling and Paving Schedule for 2012, 2013, 2014 and 2015
  - The DPW is currently awaiting the SCRCOG Pavement Condition Study results to compare it to the results of in-house inspections and evaluations.
  - Thereafter, a plan will be developed with the goal to mill and pave approximately 6+ miles per year over the next 4 years. This effort when completed, will likely address as many as 50 to 75 roadways in Town.

#### Economic Development

- Update
- Medical Center on Devine Street
- Rabina meeting on 1/19/12
- Grand Opening Café on Broadway

Congratulations to North Haven's Gabi Carrubba... She is going to Hollywood !!!

Following his overview, Mr. Freda stated that Mr. Raymond Fowler previously presented his desire to have the Town of North Haven participate in a Child Abuse Prevention Awareness program. Mr. Freda asked Mr. Fowler to come before the Board to present his ideas and thoughts on the topic. Mr. Freda noted that the DCFS in Hartford is the governing body, but he does see a role for local government and sees our Community Services Department taking the leadership on this.

Mr. Fowler thanked the Board of Selectmen and the public for listening. Mr. Fowler stated that he came before the Board last June with his suggestion for the Town's participation in a Child Abuse Awareness Campaign and was asked to hold off until April so that we could coordinate with the National initiative during Child Abuse Prevention Month. Mr. Fowler gave a very thorough and detailed overview on the causes, motivation, types of abuse, and characteristics of child abuse perpetrators.

Mr. Fowler sees what we need to do as twofold: education and prevention. Education is targeted to both adults and children providing them with information on people you can see for help, numbers to call, and alternatives to exhibiting abusive behavior. Mr. Fowler searched the Town and could not find a number to call or information available to help the abuser with someone to talk with to help curb or handle their aggressions. Secondly, Mr. Fowler feels we need to give children permission, by letting them know it is not okay and they have societal permission to let others know that they are being abused. We need to have a program at the elementary, middle school and high school level that includes the PTAs. He has prepared a staff work program to end child abuse in North Haven and submitted that to the Selectmen, and is hoping that everyone will join together to support this program.

Mr. Freda explained that the Town will endorse this project, and we will start off by getting some counseling services available through BH Care in our Community Services Department, and perhaps establish some type of hotline telephone number that goes into our BH Care Counselors. Mr. Freda will also meet with Dr. Cronin to request that he implement something into the School System. Mr. Sturtz and Mr. Doheny both thanked Mr. Fowler for his efforts.

Mr. Freda explained the following resolution regarding the Covanta Municipal Solid Waste Disposal Agreement. He stated that we are part of a 5 town consortium that deposits its trash and waste in a Wallingford facility. We have a tip fee schedule that we pay to deposit the trash. At the BOS December meeting we passed a resolution allowing us to set aside a reserve fund in case there are expenses down the road that go beyond what Covanta can pay. The following resolution amends that and talks about the tipping fee schedule going forward, and there is a range that the tipping fees cannot exceed.

Mr. Doheny and Mr. Sturtz read the following agreement.

#### FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT

This First Amendment to Municipal Solid Waste Disposal Agreement (the "Amendment") dated as of \_\_\_\_\_, 2011 (the "Amendment Effective Date"), by and between Covanta Projects of Wallingford, L.P. ("Covanta"), a Delaware limited partnership, and the Town/City of \_\_\_\_\_, Connecticut (the "Municipality"), a municipality and political subdivision of the State of Connecticut. Covanta and the Municipality are each referred to individually herein as a "Party," and together as the "Parties".

#### W I T N E S S E T H

WHEREAS, Covanta and Municipality entered into a Municipal Solid Waste Disposal Agreement dated as of December 17, 2008 (the "Original Agreement"), providing generally for the delivery of Acceptable Solid Waste to the Delivery Point for disposal by Covanta; and

WHEREAS, each of the other Original Municipalities also entered into a similar municipal solid waste disposal agreement with Covanta; and

WHEREAS, the Original Municipalities desire to form a reserve account to be held by Wallingford for the benefit of the Original Municipalities pursuant to a written agreement among the Original Municipalities, which reserve account is to be funded initially with \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) from monies to be paid to the Original Municipalities by the Connecticut Resources Recovery Authority, and thereafter by reserve charges to be collected by Covanta from the Original Municipalities and their Authorized Haulers and remitted to Wallingford for deposit by Wallingford in the reserve account; and

WHEREAS, the Municipality and the other Original Municipalities desire to amend their respective municipal solid waste disposal agreements with Covanta to provide for a reserve charge for each Ton of solid waste for which an Original Municipality has to pay the Tip Fee, such reserve charge to be established by the Policy Board, collected by Covanta from the Original Municipalities, remitted by Covanta to Wallingford and applied by Wallingford pursuant to the agreement among the Original Municipalities;

WHEREAS, Covanta is willing to so amend the municipal solid waste disposal agreements provided that it is acknowledged by the Original Municipalities that Covanta is to be a mere conduit for such reserve charges and is not to be held liable whatsoever for any matter related to the failure of any person to pay the reserve charge to Covanta or any use or misuse of the reserve charges after Covanta has remitted the reserve charges to Wallingford; and

WHEREAS, the Original Municipalities further desire to amend their respective municipal solid waste disposal agreements with Covanta to amend and clarify the calculation of the Tip Fee provided under such agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. All references in the Original Agreement to "this Agreement" or the "Agreement" shall mean the Original Agreement as amended hereby.
2. Except as specifically provided herein, capitalized terms used herein shall have the meanings given to them in the Original Agreement, as amended hereby.
3. Article 3 of the Original Agreement is hereby amended by adding the following new Section:

3.4 Reserve Charge. Commencing [July 1, 2011], in addition to the Tip Fee, the Municipality shall pay the Reserve Charge to Covanta for each Ton of solid waste (i) for which the Municipality must pay the Tip Fee to Covanta pursuant to Section 3.1(a) and (ii) for which, if any, the Municipality must pay the Municipality's Shortfall Obligation pursuant to Sections 1.2(b) and 3.1(b). Notwithstanding anything in this Agreement to the contrary: (i) the Reserve Charge shall be considered to be a component of the Disposal Fees due from Municipality under this Agreement; (ii) any amounts collected by Covanta pursuant to this Agreement from the Municipality and any of its Authorized Haulers shall be applied first to all Disposal Fees due hereunder other than the Reserve Charges, and then to the Reserve Charges; (iii) the Reserve Charge shall not be considered a component of, and shall not in any way be used in, the calculation of the Tip Fee; (iv) the Reserve Charge shall not be considered or otherwise employed in the determination of whether the Tip Fee is required to be reset either due to (A) the five-year Local Market Average calculation as provided in the definitions of "Local Market Average" and "Tip Fee" in Section 12.1, or (B) Covanta charging a lower tip fee to a municipality for substantially similar services as provided in the last sentence of the definition of "Tip Fee" in Section 12.1; (v) the credit for the Municipality's Electrical Revenue Share, as provided in Section 1.5(b), shall not be applied against the Reserve Charges due from the Municipality; and (vi) Reserve Charges shall be subject to the invoice, payment, interest, cost of collection, dispute, pledge and other terms and conditions provided in Article 5 in the same manner as are Tip Fees. The Municipality may require that Covanta invoice each of the Municipality's Authorized Haulers for the Reserve Charges due for the Acceptable Solid Waste delivered to the Delivery Point by such Authorized Hauler; provided, however, that (i) the Municipality hereby unconditionally and irrevocably guarantees the full payment by each of its Authorized Haulers of all Reserve Charges due from such Authorized Haulers to Covanta hereunder and shall pay to Covanta such Reserve Charges in full within sixty (60) days after receipt from Covanta of an invoice if an Authorized Hauler fails to pay the Reserve Charges when due; and (ii) Covanta shall not have to require each such Authorized Hauler to post a bond or other security related to such Reserve Charges or to apply any bond or security from an Authorized Hauler and held by Covanta to pay such Reserve Charges. Any Reserve Charges collected by Covanta during any month shall be paid by Covanta to Wallingford on or before the fifteenth (15<sup>th</sup>) day of the following month. The Municipality acknowledges and agrees that Covanta shall bear no liability or responsibility for, and that Municipality shall neither make a claim nor institute any litigation, arbitration or other proceeding or action against Covanta relating to: (i) Reserve Charges not paid to Covanta by any Original Municipality or any Authorized Hauler of any Original Municipality; (ii) any Reserve Charges collected by Covanta and remitted to Wallingford; and/or (iii) any act or failure to act on the part of Covanta relating to the Reserve Charges in reliance upon a written direction from the Policy Board, including without limitation, the amount of the Reserve Charge for a Contract Year. The Reserve Charge for any Contract Year shall not exceed \_\_\_\_\_ dollar[s] (\$\_\_\_\_\_.00), without the prior written consent of Covanta. The Municipality shall provide promptly to Covanta a copy of any Reserve Agreement and any amendment thereto.

4. Section 12.1 of the Original Agreement is hereby amended by adding the following defined terms in proper alphabetical order:

"Reserve Account" means the fund or funds, and any income earned thereon, created by the Original Municipalities pursuant to the Reserve Agreement or otherwise in which Reserve Charges are deposited or held.

"Reserve Agreement" means the [Agreement], as amended from time to time, by and among the Original Municipalities and any successor or agreement addressing or relating to, in part or in whole, the Reserve Charge collected by Covanta pursuant to Section 3.4 of this Agreement.

"Reserve Charge" means, for a Contract Year, the per-Ton fee established by the Policy Board and provided in writing by the Policy Board to Covanta on or before the first day of March of the immediately preceding Contract Year; provided, however, that: (i) the Reserve Charge for the Contract Year from [July 1, 2011 through June 30, 2012] shall be \$\_\_\_\_\_ per Ton of Acceptable Solid Waste; (ii) if the Policy Board fails to timely give Covanta notice of the Reserve Charge for a Contract Year, the Reserve Charge for such Contract Year will be the Reserve Charge for the immediately preceding Contract Year; and (iii) any interest

incurred and paid on a Reserve Charge and any costs of collection paid in connection with a Reserve Charge shall not be considered part of the Reserve Charge, and may be retained by Covanta and not remitted to Wallingford.

5. Section 12.1 of the Original Agreement is hereby amended by deleting the current definition of "Tip Fee" and substituting the following definition of "Tip Fee" in its place:

"Tip Fee" means for the first Contract Year of the Term \$65.00 per Ton, for the second Contract Year of the Term \$66.21 per Ton, and for each subsequent Contract Year during the Term an amount determined by increasing the Tip Fee for the immediately preceding Contract Year by an amount equal to one hundred percent (100%) of the percentage increase, if any, in the CPI during the twelve-month period ending on March 31<sup>st</sup> of such immediately preceding Contract Year; provided, however, the annual increase in the Tip Fee shall not be less than one and three quarters percent (1.75%) nor more than three and one-half percent (3.5%) for any Contract Year. The adjusted Tip Fee shall be applied retroactively to the commencement of the Contract Year in the event that the CPI for the month of March is not available until after the invoice for the month of July is prepared. Commencing on the fifth anniversary of the Commencement Date, the Tip Fee shall be reset at the end of each five-year period during the Term for the next succeeding five-year period to equal the Local Market Average (if reasonably determinable) at the end of such five-year period, and shall be subject to an annual CPI escalation thereafter, as described in the first sentence of this definition. If the Local Market Average is not determined until after the start of the new five-year period, the reset of the Tip Fee based upon the Local Market Average shall be applied retroactively to the first day of the initial Contract Year of such new five-year period. Notwithstanding the foregoing, the Tip Fee shall not, during the Term, be higher than the tip fee Covanta then charges to any other municipality for substantially similar services under any contract with such other municipality entered into with Covanta after the Effective Date and having an initial term of at least five (5) years.

6. This Amendment shall take effect as of the Amendment Effective Date when fully executed and delivered regardless of the date of execution and delivery.

7. Except as specifically amended hereby, the Original Agreement remains in full force and effect.

8. This Amendment may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Municipal Solid Waste Disposal Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**RESOLVED:** that the Board of Selectmen approves and authorizes the execution of a First Amendment to the Covanta Municipal solid Waste Disposal Agreement.

Mr. Sturtz motioned to approve the resolution.

Vote: Freda – Yes, Doheny- Yes, Sturtz- Yes

#### **Appointments –**

- Curtis Dickerman Andrews, Sr. (R), 401 Clintonville Road, #220, North Haven, CT. 06473 as an Alternate to the Regional Planning Agency of South Central Connecticut, term to expire December 31, 2013.

Mr. Doheny motioned to approve the appointment.

Vote: Freda – Yes, Doheny- Yes, Sturtz- Yes

- Robin M Clark (U), 75 Hartley Street, North Haven, CT 06473 to the Blight Board of Appeals term to expire December 31, 2013.

Mr. Sturtz motioned to approve the appointment.

Vote: Freda – Yes, Doheny- Yes, Sturtz- Yes

- Lynn Fredricksen (R), 95 Pool Road, North Haven, CT 06473 to the Blight Board of Appeals term to expire December 31, 2013.

Mr. Sturtz motioned to approve the appointment.

Vote: Freda – Yes, Doheny- Yes, Sturtz- Yes

- Theresa Ranciato-Viele (D), 100 Bassett Road, North Haven, CT 06473 to the Blight Board of Appeals term to expire December 31, 2013.

Mr. Sturtz motioned to approve the appointment.

Vote: Freda – Yes, Doheny- Yes, Sturtz- Yes

Mr. Freda noted that there were no bond releases or reductions.

Mr. Doheny motioned to approve the following Property Tax Refunds as presented.

Vote: Freda – Yes, Doheny- Yes, Sturtz- Yes

- Curello, Maryann, 5 Marion Court, North Haven, CT 06473 in the amount of \$45.97.
- DCFS Trust, 2050 Roanoke Road, West Lake, TX 76262 in the amount of \$221.75, and in the amount of \$140.00.
- Esposito, Vincent, 22 River Road, North Haven, CT 06473 in the amount of \$72.75.
- Fleischhauer, Gene D, 16 River Road, North Haven, CT 06473 in the amount of \$86.10, and in the amount of \$76.32.
- Kathy McGarry Photography, 121 Buell Street, North Haven, CT 06473 in the amount of \$262.04.
- Martin, Glenn L, 84 Howard Avenue, #5, New Haven, CT 06519 in the amount of \$228.55.
- Nissan Infiniti LT, P.O. Box 254648, Sacramento, CA 95865-4648 in the amount of \$207.28.
- Toyota Motor Credit Corp. Box 105386, Atlanta, GA 30348 in the amount of \$244.65, and in the amount of \$61.52.
- Trueblood, Kevin Von, 54 Fieldstone Court, North Haven, CT 06473 in the amount of \$151.12.

Mr. Freda stated that the next meeting of the Board of Selectmen is Thursday, March 1, 2012 at 7:00 p.m. in the community room of the North Haven Memorial Library, 17 Elm Street, North Haven, CT.

Mr. Freda asked for public comment.

Mr. Fowler, Todd Drive, asked if there could be a possible conflict of interest with the appointment of Theresa Ranciato-Viele to the Blight Board of Appeals because she sits on the Planning and Zoning as Vice Chair. Mr. Freda stated that is one of the reasons why he would like to move forward with adding alternate positions to the Blight Board. The Town does not expect or anticipate a conflict, but we will watch it.

Mr. Raymond Sonazzaro, Elm Street stated that he went to the Planning and Zoning Commission to ask if the new public works garage has been checked out and is it safe. He does not feel it is safe due to the school buses traveling that road. He still feels it should go on the site of the Racquet Club. He also feels that Mr. Freda held back the fact that the Middle School is in need of repairs. Mr. Freda explained we had to wait for the NEASC report. He also said that the garage will have to go before the Planning and Zoning Commission. Ms. Sadosky added that the plans have not been completed yet. Mr. Freda explained that as the information comes out regarding the problems associated with the Middle School, it will be shared with the public. We are looking into alternatives, including looking to Gateway as an option.

Sherman Katz, Sherwood Drive, remembers when nearly 50% of the public came out to vote. This last referendum had 9% of the voters coming out to vote. He stated that the Town will be controlled by special

interest groups if the people do not get out. He urged everyone to exercise their right to vote. He also stated that he has heard from many people in town that they would like to see a zero increase or reduction in taxes. He does not care what the department needs are, they want him to hold the line on taxes. Regarding the undesignated fund balance, did it appreciate last year at all. Mr. Freda, said no. Mr. Katz wonders why we can't turn a profit on our funds. Mr. Freda explained that by CT statute, we are limited as to how we can invest. He and Mr. Swinkoski are looking at other alternatives. Mr. Katz commented that regarding Gateway they are growing and expanding the use of the building, and their automotive department will not be moving. Mr. Freda noted that there is 160,000 square feet of space at Gateway, 30,000 being the automotive department which is not moving. The automotive is in the basement. Mr. Freda believes that the remaining 130,000 square feet may become available when the new building is complete. Mr. Freda and Mr. Katz then continued their discussion regarding the voter turnout and referendum, and alternatives.

Mr. Sonazzaro, spoke of the not my yard syndrome, where residents complained about the tire pond, and Upjohn. If it is not in their yard, they don't care.

Mr. Katz mentioned that if we lose our form of government to a council type of government, we will never get it back. We don't want to lose control of our Town.

John Heeran, Debra Lane, expressed his agreement with Mr. Katz. He too was disappointed with the voter turnout. He noted that as a bus driver, he feels that the drivers as well as the company are very safety conscious. He also noted that one group of child abusers Mr. Fowler did not mention was their peers. He also thanked the voters for passing the 3 bonding items. I would like to see the first station targeted would be Montowese.

Charles Wicklein, Hartford Turnpike, asked Mr. Freda how much would taxes have gone down this year if we had not passed the bonding packages. Mr. Freda stated that we would have to determine the average assessed home, approximately \$170,000, he would guess how much that would mean in terms of the mill rate, he would guess it to be approximately \$60 per household. Mr. Wicklein stated that no one spoke to this question prior to the referendum. Mr. Freda stated that they did, in his presentations and on TV, especially at the meeting in the spring. Mr. Doheny added that he thinks even though this can be a complicated subject, if most people understood that if the bond package passed, their taxes may not increase, then surely they would expect that if it didn't pass their taxes would decrease by some amount. The discussion continued to also include the grand list. Mr. Freda stated that more information will be forthcoming.

Brian Testa, Maple Avenue, stated that he is proud that he was one of the 9% who voted. He stated that we get 8% of our revenue from the State. He said that every year we are assuming a certain amount of money will come from them. Last year it came late, past the time of the referendum. Assuming the revenue is flat and the money is not there, we have to cut services and start rethinking how we do things and make sacrifices. He also stated that it is not the government's responsibility to get the people to vote, it's the people's responsibility. Mr. Freda reiterated that it is his goal to be able to retain services and bring in a zero increase.

Mr. Fowler said that on the day of the referendum he asked how many people had voted. At 4:00 in the afternoon he was voter number 69. He wishes that more people could have been to the countries he has been to where people have risked life and limb to vote.

Sally Fowler, Todd Drive, asked if there could be information written down on the various commissions with regard to when they meet and what the responsibilities are of the members. She feels that may help to fill the vacancies if people could learn more about the positions. Mr. Freda stated that we would work to implement her suggestion.

John Heeran reinforced Mr. Fowler's comments noting that his wife's family lives behind the Iron Curtain and came to visit. They marveled at how we live. People have died for our rights, fighting for this country. It is so easy to exercise our right to vote and there is no excuse for not voting.

Mr. Freda asked for any additional public comment. Hearing none and seeing none, Mr. Sturtz motioned to adjourn the meeting at 8:50 pm.

Vote: Freda – Yes, Doheny- Yes, Sturtz- Yes